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State Savings Bank

8
9 **UNITED STATES BANKRUPTCY COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**
11 **FRESNO DIVISION**

12 In re
13 RDX, Inc.,
14 Debtor.

CASE No. 17-12463
DC No. FRB-1
Chapter 7

15 **APPENDIX OF EXHIBITS RELATED TO**
16 **DECLARATIONS OF DIRK COPPLE IN**
17 **SUPPORT OF TBK BANK, SSB'S**
18 **MOTION FOR RELIEF FROM THE**
19 **AUTOMATIC STAY AND EX PARTE**
APPLICATION FOR AN ORDER
SETTING HEARING ON SHORTENED
NOTICE ON THE MOTION FOR RELIEF
FROM AUTOMATIC STAY

20 The following exhibits relate to the Declaration of Dirk Copple in Support of Ex Parte
21 Application for an Order Setting a Hearing on Shortened Notice, and the separately filed
22 Declaration of Dirk Copple in Support of TBK Bank, SSB's Motion for Relief from the Automatic
23 Stay:

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Exhibit 1

Form 707
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



**Amendment to Appointment
of Statutory Agent**

This space reserved for office
use.

FILED
In the Office of the
Secretary of State of Texas

DEC 08 2015

Corporations Section

Entity Information

The entity named below amends its appointment of an agent authorized to receive service of process which is on file with the secretary of state.

1. The name of the entity is:

Triumph Savings Bank, SSB

2. The file number assigned by the secretary of state to the entity is: 801530022

3. The federal employer identification number issued to the entity is: 75-1745500

☐ The entity does not have a federal employer identification number at this time.

4. The entity is: (Choose only one.)

☒ A Texas financial institution filing pursuant to section 201.103, Texas Finance Code.

☐ An unincorporated nonprofit association filing pursuant to section 252.011, Texas Business Organizations Code.

☐ A defense base development authority filing pursuant to section 379B.004(b), Texas Local Government Code.

Amendment to Agent Authorized to Receive Service of Process

The entity amends the agent authorized to receive service of process in accordance with the information provided below. By signing this statement, the agent accepts and consents to the appointment and consents to serve as an agent to receive process on behalf of the entity.

Complete item 5A or 5B, but not both. Complete item 5C.

5A. ☐ The agent is an organization (cannot be entity named above) by the name of:

OR

5B. ☐ The agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.			

5C. The street address of the agent to which service of process may be delivered or mailed is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
		TX	

Other Amendments

6. ☒ The name of the entity is amended. The new name of the entity is:

TBK Bank, SSB

7. ☐ The principal office address of the entity is amended. The new principal office address is:

Address City State Country Zip/Postal Code

8. ☐ The federal tax identification number is added or amended. The number is: _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: October 1st, 2015



Signature of authorized person

Gail Lehmann, EVP, COO and Secretary

Printed or typed name of authorized person (see instructions)

Acceptance and Consent of Agent to Appointment
(only required if agent information is amended)

Signature of agent

Date: _____

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Office of the Secretary of State

December 09, 2015

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE: TBK Bank, SSB
File Number: 801530022

It has been our pleasure to file the Certificate of Amendment for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

**Office of the Secretary of State****CERTIFICATE OF FILING
OF****TBK Bank, SSB
801530022****[formerly: Triumph Savings Bank, SSB]**

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 12/08/2015

Effective: 12/08/2015



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Exhibit 2

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (hereinafter referred to as the "Agreement") is entered into as of **MARCH 21, 2016** (hereinafter referred to as the "Execution Date") by and between **TBK BANK, SSB**, a Texas State Savings Bank, having its principal place of business at 12700 Park Central Drive, Suite 1700, Dallas, TX 75251 (hereinafter referred to as "Lender") and the borrower(s) named below (hereinafter referred to individually and collectively, jointly and severally and interchangeably as "Borrower").

Borrower: RDX INC.
Address: 2436 S SARAH STREET
FRESNO, CA 93706

Borrower: NAVDEEP KAUR SINGH
Address: 5724 W MAGILL AVE
FRESNO, CA 93722

1. Promise to Pay. In consideration of Lender making a loan to Borrower subject to the terms and conditions set forth in this Agreement, Borrower absolutely and unconditionally promises to pay to the order of Lender the principal amount of **ONE MILLION NINE HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED THIRTY SIX AND 71/100 Dollars (\$1,987,336.71)**, plus interest from the Execution Date on the unpaid principal balance outstanding from time to time at the rate of **SIX percent (6.00%)** per annum (but in no event shall such rate exceed any maximum permitted by applicable law). Principal and interest shall be paid in **36** consecutive monthly installments/payments (hereinafter referred to as "installments" or "payments") as follows:

<u>35</u>	Installment(s), each in the amount of	\$ <u>60,954.06</u>	; then
<u> </u>	Installment(s), each in the amount of	\$ <u> </u>	; then
<u> </u>	Installment(s), each in the amount of	\$ <u> </u>	; then
<u> </u>	Installment(s), each in the amount of	\$ <u> </u>	; then
<u> </u>	Installment(s), each in the amount of	\$ <u> </u>	; then
<u> </u>	Installment(s), each in the amount of	\$ <u> </u>	; then
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<u> </u>	Installment(s), each in the amount of	\$ <u> </u>	; then
<u> </u>	Installment(s), each in the amount of	\$ <u> </u>	; then
<u> </u>	Installment(s), each in the amount of	\$ <u> </u>	; then

a final installment, in the amount of the then unpaid principal balance plus all accrued and unpaid interest and any other amounts due and owing under and pursuant to this Agreement.

2. Payment Terms.

- 2.1. **Commencement Date/Application of Payments.** Consecutive monthly installments shall commence on the **1ST** day of **JUNE, 2016**, and shall be due on the same day of each month thereafter until the indebtedness under this Agreement is paid in full. Each installment, at Lender's discretion may be applied first to accrued and unpaid interest and late charges if any, with the remainder applied to reduction of principal.
- 2.2. **Payment Direction.** All payments shall be made in lawful money of the United States at Lender's address listed herein or such other place, which Lender may designate in writing from time to time.
- 2.3. **Late Charges.** If any payment of the Obligations (as defined below) remains overdue for more than ten (10) days after the due date, Borrower hereby agrees to pay on demand, as a late charge, an amount equal to the lesser of (i) five percent (5%) of each such overdue installment, or (ii) the maximum percentage of any such overdue installment permitted by applicable law. Borrower agrees that the amount of such late charge represents a reasonable estimate of the cost to Lender of processing a delinquent payment and that the acceptance of any late charge shall not constitute a waiver of default with respect to the overdue installment or prevent Lender from exercising any of its other available rights and remedies.

- 2.4. **Returned Payments.** If Borrower's check (or payment in any other form) is returned unpaid or otherwise rejected for any reason Borrower agrees to pay Lender a fee (the "Returned Payment Fee") in the amount of \$25.00, or such lesser amount as may be limited by law. Lender may add the fee to the amount Borrower owes or collect the fee separately.
- 2.5. **Joint and Several Liability.** If more than one party signs this Agreement as Borrower, the obligations of each of them shall be joint and several regardless of the source of the collateral or the particular Borrower with which the obligation originated, and each Borrower waives any suretyship or other defenses that it might raise with respect to any other Borrower.

3. **Interest.** Interest shall be calculated on the basis of a 360-day year and for the actual number of days elapsed, unless such calculation would cause the effective rate of interest to exceed the maximum rate allowed by applicable law, in which case such calculation shall be on the basis of a 365 day year. In no event shall this Agreement be enforced in any way that permits Lender to charge or collect interest or late charges in excess of the maximum lawful rate. In such event, Borrower agrees that Lender shall not be subject to any penalties for contracting for or collecting interest or late charges in excess of the maximum lawful rate. Notwithstanding anything to the contrary in this Agreement or any related writing, all agreements between Borrower and Lender, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment or acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged or received by Lender exceed the maximum amount permissible under applicable law. The right to accelerate maturity of sums due under this Agreement does not include the right to accelerate any interest which has not otherwise accrued on the date of the acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. If, from any circumstances whatsoever, interest would otherwise be payable to Lender in excess of the maximum lawful amount, the interest payable to Lender shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance Lender shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof (or due under any other agreement) and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the principal hereof (or due under any other agreement) such excess shall be refunded to Borrower, if allowed by applicable law. All interest paid or agreed to be paid to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any extension or renewal hereof) so that the interest hereon (or due under any other agreement) for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between Borrower and Lender.

4. **Prepayment.** As a material inducement to Lender to advance funds or otherwise provide financial accommodations to or for the benefit of Borrower, and or in consideration of Lender having previously done so, it is agreed that Borrower shall not unless otherwise required by law, have any right to voluntarily prepay any indebtedness for borrowed money now or hereafter owing to Lender; provided however that Borrower may, subject to the terms and conditions contained herein, have the privilege of voluntarily prepaying the obligation set forth in paragraph 1 of this Agreement in part or full at any time, provided, Borrower shall: (i) give five (5) days' prior written notice to Lender specifying the date and amount of any proposed voluntary prepayment and the indebtedness being voluntarily prepaid, and (ii) prepay a minimum amount of \$10,000 or greater, and (iii) pay the amount specified in such voluntary prepayment notice, in good funds, on the date specified in such notice, and (iv) simultaneously pay, in good funds, all principal, interest, late charges, and other charges accrued and/or due to Lender through the date of any such voluntary prepayment, and (v) simultaneously pay a prepayment premium equal to the product of .20% of the principal amount then being voluntarily prepaid multiplied by the number of whole or partial calendar months between the date of the voluntary prepayment and the scheduled final maturity date, but in no event shall such amount exceed the maximum amount permitted by applicable law. Any voluntary partial prepayment shall be applied to the scheduled installment(s) of the indebtedness in the reverse order of their respective maturities, so that the amount and due date of only the latest maturing installment(s) shall be affected thereby and unless Lender agrees otherwise in writing, Borrower may not skip payments. The principal amount of any voluntary partial prepayment shall be applied as determined by Lender in its sole and absolute discretion. To the extent permitted by applicable law, if Lender accelerates the maturity of sums due under this Agreement as a result of Borrower's default, Lender has the right to charge Borrower, and Borrower agrees to pay Lender, in addition to any other remedy, liquidated damages in an amount equal to the product of .20% of the accelerated unpaid principal balance due under this Agreement multiplied by the number of whole or partial calendar months between the date of the default and the scheduled final maturity date of this Agreement, but in no event shall such amount exceed the maximum amount permitted by applicable law. Lender and Borrower covenant and agree

to take all such actions and to execute all such documents as may be desirable to implement the provisions of this Agreement fully and effectively.

5. Disclaimer. THIS AGREEMENT IS A LOAN AND SECURITY AGREEMENT. BORROWER ACKNOWLEDGES THAT THE EQUIPMENT (AS DEFINED HEREIN BELOW) HAS BEEN OR WILL BE SELECTED AND ACQUIRED SOLELY BY BORROWER AND THAT LENDER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE EQUIPMENT (AS DEFINED HEREIN BELOW) FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. BORROWER'S OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL.

6. Collateral. The goods, chattels and property listed on Schedule A hereto (hereinafter referred to as the "Equipment") and any and all accounts, accounts receivable, chattel paper, electronic chattel paper, collateral, contract rights, documents, equipment, fixtures, general intangibles, goods, instruments, inventory, securities, securities entitlements, deposit accounts, investment property and all other property of whatever nature and kind, wherever located, now owned or hereafter acquired by Borrower, or in which Borrower now or hereafter has any right or interest in, and all attachments, accessories, accessions, substitutions, replacements, replacement parts, additions, software and software upgrades, including, without limitation, all property listed on any schedule to any agreement between the parties, and all cash and non-cash proceeds (including rental proceeds, insurance proceeds, accounts and chattel paper and/or electronic chattel paper arising out of or related to the sale, lease, rental or other disposition thereof) of and to all of the foregoing and is hereby collectively defined and referred to herein as the "Collateral" for all purposes. Borrower represents that the Collateral (without exception) shall be used exclusively for commercial business purposes and operations and not for personal, family or household purposes.

7. Security Interests. In consideration of Lender entering into this Agreement, Borrower hereby pledges, conveys, assigns and grants to Lender a security interest/lien in and to the Collateral to Lender and to its successors and assigns. The word "Lender" includes the subsidiaries, affiliates, heirs, successors, assigns and transferees. The security interest granted herein is to secure payment of any and all liabilities or obligations of Borrower to Lender, i) whether previously, contemporaneously or subsequently incurred or created, ii) whether joint or several, direct or indirect, absolute or contingent, matured or unmatured, secured or unsecured, heretofore arising, now existing or hereafter arising, iii) without reduction by reason of any claim, defense, set-off, abatement, offset, counterclaim or recoupment, and iv) whether under this Agreement or under any other writing between Borrower and Lender including but not limited to (a) any and all loans, advances, guaranties, notes, security agreements, lease agreements, rental agreements, bailment agreements, loan and security agreements, extensions of credit, endorsements, benefits and financial accommodations, or payments, previously, now or hereafter made, granted or extended by Lender to or on account of Borrower or which Lender has or may, grant or extend to or for the account of Borrower including the obligations to make payments hereunder; (b) any and all interest, commissions, obligations, liabilities, indebtedness, charges, late charges, interest, attorneys' fees and costs and expenses hereto and/or hereafter chargeable against Borrower by Lender or owing by Borrower to Lender or upon which Borrower may be and/or has become liable as endorser or guarantor; (c) all obligations and/or indebtedness of any and every kind of Borrower to Lender or any affiliate of Lender whether direct or indirect, whether contingent or absolute, whether matured or unmatured and whether now or hereafter arising, existing, incurred, contracted or owing to Lender in the future or acquired or to be acquired by Lender by one or more assignments, transfers or otherwise, including but not limited to amounts due upon any agreement or other obligations, given to or received by Lender or any affiliate directly from Borrower or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties and (d) any and all extensions, renewals, amendments, rewrites, increases or modifications of any of the foregoing (all hereinafter called the "Obligations" and/or the "Liabilities"). Borrower hereby authorizes Lender to file and/or re-file any financing statement(s) and to be named as lienholder on any vehicle title(s) needed to perfect Lender's security interest in the Collateral, including, without limitation, any fixture filings and any amendments and continuation statements thereto pursuant to the Uniform Commercial Code then in effect (hereinafter referred to as the "Code"), in form satisfactory to Lender, and Borrower shall pay the cost of perfecting Lender's security interest in the Collateral as is deemed by Lender to be necessary or desirable.

8. Representations and Warranties. Borrower represents and warrants that:

- 8.1. Borrower has the lawful and organizational power and authority to own its assets and to conduct the business in which it is engaged and is duly authorized and empowered to enter into this Agreement, to perform hereunder and to execute this Agreement as its legal, valid and binding obligation.

- 8.2. Borrower is duly existing and in good standing in its state of formation and qualified and licensed to do business in, and in good standing in, any state in which the conduct of its business or its ownership of property requires that it be qualified. Except as specifically disclosed in writing to Lender, Borrower (i) has not been known as or used any corporate, fictitious or trade names or (ii) has not been the surviving corporation of a merger or consolidation or acquired all or substantially all of the assets of any person.
- 8.3. This Agreement and the other agreements, instruments and documents executed herewith do not and will not (a) violate any provisions of the articles of incorporation or formation, bylaws, operating agreement or other analogous governing documents of Borrower, or any contract, agreement, law, regulation, order, injunction, judgment, decree or writ to which Borrower is subject, (b) result in the creation or imposition of any lien upon any Collateral of Borrower, other than those contemplated hereby, (c) constitute or result in a default under any agreement, bond or indenture by which Borrower is bound or in which any of its property is subject or materially and adversely affects its ability to perform its obligations under this Agreement hereunder, or (d) requires the consent or approval of any other person or entity, including without limitation, any regulatory authority or governmental body of or within the United States.
- 8.4. All financial statements and information relating to Borrower which have been furnished by Borrower to Lender have been prepared from the books and records of Borrower, accurately reflect Borrower's financial condition for the time period covered thereby, and are true, correct and complete in all material respects, and there have been no material adverse changes in the condition (financial or otherwise) or prospects of Borrower since submission of the loan application.
- 8.5. Borrower has good, marketable and indefeasible title to its properties and assets reflected as being owned by it on any balance sheet of Borrower submitted to Lender as of the date thereof. Except for (i) the security interest granted to Lender under the Agreement and (ii) any other security interest previously disclosed by Borrower to Lender in writing, Borrower is the owner of the Collateral, has good and marketable title thereto free and clear from any adverse lien, security interest or encumbrance. Notwithstanding the foregoing, Borrower may not at any time pledge a security interest/lien to any party other than to Lender on, in or to any of the Equipment or the Collateral.
- 8.6. Borrower has filed all tax returns and reports required to be filed and has paid all taxes, assessments, fees and other governmental charges levied upon it.
- 8.7. Borrower is not in breach of or in default under any loan agreement, indenture, bond, agreement or other evidence of indebtedness, or any other material agreement or any court order, injunction or decree or any lien, statute, rule or regulation. Borrower's properties are and will continue to be in compliance with all federal, state and local laws, rules and regulations, and all orders of any federal, state or local legislative, administrative or judicial body or official, except to the extent the failure to so comply would not have a material adverse effect on Borrower. Borrower has obtained and will continue to maintain all permits, approvals, authorizations and licenses necessary to conduct its business as presently conducted, except to the extent the failure to have such permits, approvals, authorizations or licenses would not have a material adverse effect on Borrower.
- 8.8. Except as disclosed to Lender in writing, there is no litigation, legal or administrative proceeding, investigation or other action of any nature pending, or to the knowledge of Borrower, threatened against or affecting Borrower which involves the possibility of any judgment or liability not fully covered by insurance, and which may adversely affect the business or the properties of Borrower or its ability to carry on business as now conducted or would adversely affect the ability of Borrower to satisfy its obligations under the Agreement.
- 8.9. None of the preprinted text of this Agreement has been altered, modified, or stricken by Borrower or anyone else.
- 8.10. Borrower or its authorized representative properly executed this Agreement in Borrower's name and all signatures on this Agreement are genuine.
- 8.11. Borrower acknowledges and agrees that its obligations due hereunder are absolutely and unconditionally due and owing to Lender or its successors and assigns without notice or demand and there are no defenses, claims, counterclaims, causes of action, abatement, offsets or set-offs with respect to this Agreement and that this Agreement is fully enforceable against the Borrower. Borrower's obligation to pay the installments and other payments due hereunder shall be absolute and unconditional and shall not be affected by reason of (i) any defect in, lack of fitness for use of, damage to, loss of possession or use of or destruction of, all or any of the Collateral or Equipment, and/or (ii) the prohibition or other restriction against Borrower's use of said Collateral or

Equipment, and/or (iii) any other cause, it being the agreement of the parties that this Agreement and any other amount payable by Borrower hereunder shall continue to be payable in all events in the manner and at the times provided herein or in any amendment or extension executed by the parties.

9. Covenants by Borrower. Borrower agrees:

- 9.1. Borrower will not amend its certificate or articles of incorporation, formation, or partnership agreement (as applicable), its bylaws or operating agreement or otherwise change its legal name or structure, or consolidate with or merge into or acquire any person or entity, or permit any other person or entity to consolidate with or merge into or acquire Borrower or acquire the stock of any person or entity or form any subsidiary, without prior approval of Lender or permit any material change to be made in the character of its business as conducted as of the date hereof.
- 9.2. Borrower will maintain its legal existence, rights and franchises and observe and comply with all applicable laws, statutes, codes, acts, ordinances, judgments, injunctions, rules, regulations, certificates, franchises, permits and licenses of all federal, state, county, municipal and other governmental authorities. Borrower agrees that it will not change the State where it was incorporated or formed or otherwise, nor change its name or address, without providing Lender with sixty (60) days prior written notice.
- 9.3. Borrower shall pay and promptly file all tax returns and reports required to be filed and pay when due all taxes (including but not limited to personal property taxes), assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Collateral or for its use or operation or upon this Agreement or upon any instruments evidencing the Obligations.
- 9.4. Borrower shall use the Collateral for commercial and business purposes only and operate it by qualified personnel in accordance with applicable manufacturers' and regulatory maintenance and performance standards. Borrower shall adhere to reasonable practices for Borrower's industry and the type of Collateral. Borrower shall keep the Collateral (a) free from any adverse lien or encumbrance (and shall promptly notify Lender of any attachment of any such lien or any seizure or levy), (b) in good working order, condition and repair and shall not waste or destroy the Collateral or any part thereof and (c) appropriately protected from the elements, and shall furnish all required parts and servicing (including any contract service necessary to maintain the benefit of any warranty of the manufacturer). Borrower shall not use the Collateral in violation of any statute, ordinance, regulation or order. Lender may examine and inspect the Collateral and any and all books and records of Borrower during business hours at any time and such right of inspection shall include the right to copy Borrower's books and records and to converse with Borrower's officers, employees, agents, and independent accountants.
- 9.5. Borrower shall not sell, lease, assign, transfer or otherwise dispose of (i) the Collateral, except as otherwise specifically permitted by the Agreement, or (ii) all or any substantial part of its assets, without the prior written consent of Lender.
- 9.6. The Collateral shall be kept primarily at Borrower's address listed in this Agreement, or listed on any Schedule(s) hereto (unless the Collateral is mobile, in which case it may be moved in the ordinary course of business), and Borrower shall give prompt written notice to Lender of any change in the location(s) of the Collateral. Notwithstanding the foregoing, the Collateral shall not be moved outside the United States of America without Lender's prior written consent.
- 9.7. Borrower shall not permit the Collateral to become attached to real estate in such a way that it would be considered part of the realty or designated a "fixture." Notwithstanding any presumption of applicable law, and irrespective of any manner of attachment, the Collateral shall not be deemed real property but shall retain its character as personal property. However, Borrower shall, at the option of Lender, furnish the Lender with waiver(s) of any interest in the Collateral in recordable form, signed by all persons having an interest in the real estate where the Collateral may be located, which is or might be deemed to be prior to Lender's security interest.
- 9.8. Borrower shall keep the Collateral free and clear of any lien, security interest or encumbrance (except for the security interest/lien granted hereunder to Lender) and shall not sell, lease, assign (by operation of law or otherwise) exchange or otherwise dispose of any of the Collateral, except as expressly permitted herein. Borrower shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein. At the request of Lender, Borrower shall execute, acknowledge and deliver to Lender any document or instrument required by Lender to further the purposes of the Agreement. If any of the Collateral is subject to certificate of

title law, Borrower will cause Lender's security interest/lien to be noted on such certificate of title and promptly deliver such certificate to Lender.

10. Financial Statements. Borrower shall furnish to Lender such financial statements, income statements, balance sheets, statements of cash flow, income tax returns, operating statements and other financial information as requested by Lender in its sole and absolute discretion. Borrower and any Guarantor agrees that any financial statements or other nonpublic information which Borrower or any Guarantor provides to Lender may be disclosed by Lender for legitimate business purposes to Lender's officers, directors, employees, agents, affiliates, attorneys, advisors, recourse providers, prospective assignees or participants, auditors, regulators or other parties pursuant to law.

11. Insurance. Borrower shall maintain and will continue to maintain with financially sound and reputable insurers, insurance with respect to the Collateral against all risks of loss or damage from every cause and other risks with such coverage and containing such terms, in such form, for such periods and written by such companies as shall be satisfactory to Lender. Furthermore, Borrower shall furnish to Lender appropriate additional insured endorsements and/or lender loss payable endorsements in form and substance satisfactory to Lender, naming Lender as loss payee as its interests may appear, and providing (a) for not less than the full replacement value as determined by Lender in its sole discretion and shall carry liability and property damage insurance covering the Equipment and ensure that all proceeds thereunder shall be payable to Lender (the proceeds of such insurance, at the option of Lender, shall be applied toward the replacement, repair or applied to reduce the indebtedness of Borrower to Lender), (b) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy, and (c) that such policy and loss payable clauses may not be cancelled, amended or terminated unless at least thirty (30) days' prior written notice is given to Lender, and Borrower shall ensure that the policies reflect such information. Upon request of Lender, Borrower will furnish or cause to be furnished to Lender from time to time certificates or other evidence satisfactory to Lender of compliance with the foregoing insurance provisions as well as a summary of the insurance coverage of Borrower and the Subsidiaries in form and substance satisfactory to Lender and, if requested, will furnish Lender copies of the applicable policies.

12. Power of Attorney. BORROWER HEREBY APPOINTS LENDER OR ANY OFFICER, EMPLOYEE, DESIGNEE OR ASSIGNS OF LENDER, AS BORROWER'S ATTORNEY-IN-FACT TO, IN BORROWER'S OR LENDER'S NAME: (a) PREPARE, EXECUTE AND SUBMIT ANY NOTICE OR PROOF OF LOSS IN ORDER TO REALIZE THE BENEFITS OF ANY INSURANCE POLICY INSURING THE COLLATERAL; (b) PREPARE, SUBMIT, EXECUTE AND FILE ANY AGREEMENT, DOCUMENT, FINANCING STATEMENT, TITLE APPLICATION, INSTRUMENT (OR ANY OTHER WRITING OF RECORD) THAT, IN LENDER'S OPINION, IS NECESSARY TO PERFECT AND/OR GIVE PUBLIC NOTICE OF THE INTERESTS OF LENDER IN ANY COLLATERAL THAT SECURES OR THAT MAY SECURE THE INDEBTEDNESS OF BORROWER TO LENDER AND (c) ENDORSE BORROWER'S NAME ON ANY REMITTANCE, CHECK OR DRAFT REPRESENTING PROCEEDS OF ANY INSURANCE RELATING TO THE COLLATERAL OR THE PROCEEDS OF THE SALE, LEASE OR OTHER DISPOSITION OF THE COLLATERAL. THIS POWER IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE AS LONG AS THE INDEBTEDNESS HEREUNDER REMAINS UNPAID.

13. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default": (i) Borrower fails to promptly pay any payment required hereunder on or before the due date of such payment including but not limited to those identified in paragraph 1 above, or in any amendment or extension agreement entered into between the parties; (ii) Borrower or any guarantor shall (a) fail to pay any indebtedness for borrowed money of the Borrower or such Guarantor, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), or (b) fail to perform any term, covenant, or condition on its part to be performed under any agreement or instrument relating to such indebtedness, or if any such indebtedness shall be declared to be due or payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof, or (c) default under any other agreement for borrowed money, or (d) fail to perform any of the other obligations required to be performed by Borrower or Guarantor hereunder or under any Schedule, amendment, or documents executed in connection herewith or any other agreements between the parties, or if Borrower or any Guarantor defaults in the payment or performance of any other obligations due and owing to Lender or its affiliates, or (e) fails to comply with any representation, warranty or covenants contained herein or in any other agreement between the parties, or (iii) the death of Borrower or any Guarantor, if a natural person, or the dissolution of Borrower or any Guarantor, if a business organization, or (iv) the filing of any petition or complaint under the federal Bankruptcy Code or other federal or state acts of similar nature, by or against Borrower, or an assignment for the benefit of creditors by Borrower, or (v) an application for or the appointment of a receiver, trustee or

conservator, voluntary or involuntary, by or against Borrower or for any substantial assets of Borrower, or (vi) insolvency of Borrower under either federal or state law or applicable principles of equity, or (vii) entry of judgment, issuance of any garnishment or attachment, or filing of any lien, claim or government attachment against the Collateral or which, in Lender's sole discretion, might impair the Collateral or the failure to pay, including without limitation, any taxes, liens, mechanics liens, warehouseman's liens, or (viii) any representation, covenant or warranty made by Borrower herein or in any other agreement between the parties or in any statement given to Lender shall be materially untrue or the determination by Lender that a material misrepresentation of fact has been made by Borrower in this Agreement or in any writing supplementary or ancillary hereto, or (ix) a determination by Lender that Borrower has suffered a material adverse change in its condition (financial or otherwise), business or operations from the date of this Agreement and/or Lender in good faith believes that the prospect of payment or performance of any of the obligations under this Agreement is impaired and/or Borrower or Guarantors affairs so change as to in Lender's opinion, increase the credit risk involved and Lender thereby becomes insecure as to the performance of this Agreement or any other agreement between the parties, or (x) any actual or anticipated revocation, nonrenewal or termination of a guarantee, letter of credit, surety bond or other instrument issued for the benefit of Lender as additional security for the Obligations, or (xi) any unauthorized filing by Borrower of a termination statement for any financing statement or other recorded instrument filed by Lender, or (xii) a change in the management, operations, ownership of stock or membership units or control of Borrower; or Borrower sells all or substantially all of its stock or partnership or membership interests; or Borrower sells all or substantially all of its assets or consolidates with or merges into any other entity; or its stockholders, partners or members sell all or substantially all of their stock or partnership or membership interests, or (xiii) Lender at any time deems the security afforded by this Agreement unsafe, inadequate or at any risk or any of the Collateral is or becomes in danger of concealment, transfer, sale, assignment, hypothecation or misappropriation, or (xiv) the filing or imposition of any levy, execution or attachment, against Borrower or any guarantor that is not released within sixty (60) hours, or (xv) Borrower shall incur, create, assume, cause or suffer to exist any mortgage, deed of trust, trust, lien, security interest, pledge, hypothecation, other encumbrance (except Lender's security interest), or attachment or execution of any kind whatsoever upon, affecting or with respect to the Collateral or any of Lender's security interests under this Agreement or any of the Obligations, or (xvi) Borrower shall sell, transfer, pledge, assign, rent, lease, lend, destroy or otherwise transfer or dispose of any Collateral, or (xvii) failure of Borrower a) to provide Lender with proof of insurance on the Collateral and in which names Lender as loss payee or b) to obtain or maintain insurance on the Collateral, all of the foregoing in a form and amounts satisfactory to Lender in its sole discretion, or (xviii) any of the Obligations, this Agreement, the security interest granted herein or any provision hereof for any reason attributable to Borrower, ceases to be in full force and effect or shall be declared to be null and void or the validity or enforceability thereof shall be contested by Borrower or Borrower shall deny that it has any further liability or obligation hereunder, or (xix) Borrower defaults in the prompt payment, performance or fulfillment of any obligations of any kind or nature to any other party, or (xx) Borrower or any Guarantor ceases to do business, or (xxi) a judgment is entered against Borrower or any Guarantor.

14. **Remedies.** Upon the occurrence of any default or Event of Default, or in the event of a default in the payment of any amount when due, or in the event of a default in the performance or any nonperformance of any obligation due and owing under this Agreement or any Obligations of Borrower to Lender: (i) all Liabilities of Borrower shall, at the option of Lender, become immediately due and payable and Lender may accelerate the maturity of the entire unpaid indebtedness and declare the entire indebtedness under all or any part of the Obligations to be at once due and immediately payable, whereupon the entire unpaid indebtedness shall become immediately due and payable without notice or demand. The right to accelerate maturity of sums due under this Agreement does not include the right to accelerate any interest which has not otherwise accrued on the date of the acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration, and (ii) Lender shall have and may exercise all of the rights and remedies granted to a secured party under the Code, and all other rights and remedies available to creditors at law or in equity and Lender may sue to enforce Borrower's performance hereunder, or may exercise any other remedy then available to Lender permitted at law or in equity whether or not stated herein and whether stated in this paragraph or any other paragraph contained in the Agreement or any other agreement between the parties, and (iii) Lender shall have the right, immediately, and without notice or other action, to set-off against any of Borrower's liabilities to Lender, any money owed by Lender in any capacity to Borrower, whether or not due, and (iv) Lender is hereby authorized and empowered, with or without the aid of any person or persons, to enter any premises where any of the Collateral or any part thereof is or may be located, and to assemble and/or remove the Collateral and/or to render the Collateral unusable and may take possession of all or part of the Collateral, at any time, wherever the Collateral may be and Lender may proceed with or without judicial process to take possession of all or any part of the Collateral, and (v) Borrower agrees that Lender may enter any premises, with or without process of law, voluntarily or involuntarily, without notice, demand or legal process (Borrower, if permitted by applicable law, hereby waiving any right to

notice or a hearing) and search for the Collateral or any part thereof, and Lender may repossess/take possession of, remove, and/or keep and store the Collateral on said premises until sold, without liability for trespass nor charge for storage, all without liability to Borrower arising out of such entry, taking possession or removal, or using premises to store or show the Collateral for sale or other disposition without charge. Borrower shall do everything necessary to make same available to Lender (including, without limitation, assembling the Collateral, delivering and making it available to Lender at a place designated by Lender which is reasonably convenient to Borrower and Lender), and (vi) Borrower agrees to immediately deliver possession of the Collateral to Lender, and agrees to assign, transfer and deliver at any time the whole or any portion of the Collateral or any rights or interest therein in accordance with the Code and other applicable law without limiting the scope of Lender's rights thereunder, and (vii) Subject to applicable law, Lender may sell the Collateral at public or private sale, or retain the Collateral in full or partial satisfaction of the indebtedness due to Lender or dispose of the Collateral in any other commercially reasonable manner and, at the option of Lender, in bulk or in individual units or both and with or without having the Collateral at the sale or other disposition, all free and clear of any claims or rights of Borrower and Borrower agrees that in case of sale or other disposition of the Collateral described above, or any portion thereof, Lender shall apply all proceeds first to all costs and expenses of disposition, including reasonable attorneys' fees and court costs and expenses, and then to Borrower's Obligations to Lender, and Borrower acknowledges and agrees that in any action or proceeding brought by Lender to obtain possession of any Collateral, Lender shall be entitled to issuance of a writ or order of possession (or similar legal process) without the necessity of posting a bond, security or other undertaking which is hereby waived by Borrower. If Borrower contests Lender's right to possession of any Collateral in any action or proceeding, Borrower shall post a bond (issued by a national insurer authorized to issue such bonds in the jurisdiction of such action or proceeding) in an amount equal to twice the amount in controversy in such action or proceeding or twice the amount of Borrower's unpaid Obligations to Lender, whichever is less. Borrower agrees that upon the request of Lender, after any default, to segregate and hold all or any part of the Collateral in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Lender, such fiduciary duty to terminate only upon the actual delivery of the Collateral to Lender. Lender may require Borrower to i) pay all accrued interest, late charges, collection charges, the default rate of interest, reimbursement for any and all costs and expenses incurred by Lender in enforcing any of the Obligations or this agreement and any reasonable attorneys' fees, ii) deliver any or all of the Collateral at Borrower's expense to such place or places as Lender may designate. No failure or delay on the part of Lender to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Lender does not waive any right and/or remedy not exercised and retains all rights and remedies subject to applicable law. The exercise or partial exercise of any remedy shall not be construed as a waiver of any other remedy nor constitute an election of remedies. The provisions of this Agreement and the rights and remedies granted to Lender herein shall be in addition to, and not in limitation of, those of any other agreement with Lender, the Code or any other evidence of any obligations held by Lender.

15. Default Rate of Interest. Upon the occurrence of an Event of Default any amounts due and to become due hereunder shall, without notice, bear interest, from the date such amounts are due until paid, at a rate (referred to as the "Default Rate or Delinquent Interest") which is the lesser of: (a) the maximum rate per annum which Lender is permitted by law to charge, or (b) eighteen percent (18%) per annum.

16. Disposition; Expenses. Borrower shall pay all reasonable expenses of Lender in obtaining possession, the disposition of and realizing upon the Collateral and collecting all liabilities of Borrower to Lender, including but not limited to any collection agency fee. In any interpretation or enforcement of the Agreement or any dispute related thereto or to the relationship between the parties, Borrower shall pay Lender's legal expenses and reasonable attorneys' fees, including any incurred before and at trial, on appeal, in any other proceeding or without any litigation being filed. Any notification of a sale or other disposition of the Collateral or of other action by Lender required to be given by Lender, will be sufficient and deemed commercially reasonable if given personally, or by US Postal Service regular mail, or delivered by facsimile transmission or overnight carrier or emailed (if legally permissible) at least ten (10) days prior to the day on which such sale or other disposition will be made or action taken. In the event Lender sells all or part of the Collateral at public or private sale: (i) Lender shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Collateral for sale but may sell its interest therein on an "AS-IS," "WHERE-IS" basis, if allowed by applicable law, and whether or not the items sold are in Lender's possession and present at the time and place of sale; (ii) Lender may, but shall not be obligated to, bid, credit bid or become the purchaser at any such sale, may or may not set any minimum bid, and may sell the Collateral in individual units or in bulk, including all of the Collateral sold in one lot as a whole; (iii) Borrower waives any and all rights of redemption from any such sale; (iv) Any public sale will be deemed commercially reasonable if notice thereof is provided to Borrower personally or by US Postal Service regular mail, or delivered by facsimile transmission or overnight carrier or

emailed (if legally permissible) at least ten (10) days before such sale, and sent to the address indicated above, and advertised in at least one newspaper of general circulation in the area of the sale (available on the newspaper's website in electronic format or in print) at least twice prior to the date of sale (and in the event there is no newspaper of general circulation, other electronic means to publicly notice the sale) and if upon terms of ten percent (10%) cash down with the balance payable in good funds within twenty-four (24) hours after the sale or such other more favorable terms as may be agreed to by Lender; (v) Any private sale shall be deemed commercially reasonable if notice thereof shall be provided to Borrower personally, or by US Postal Service regular mail, or delivered by facsimile transmission or overnight carrier or emailed (if legally permissible) at least ten (10) days before the sale date stated therein sent to the address indicated above; (vi) The proceeds of any public or private sale shall be applied first to pay all costs, expenses and charges including but not limited to searching, locating, taking, removing, repossessing, keeping, advertising, marketing and selling the Collateral, reasonable attorneys' fees, costs and expenses, court costs, bond and insurance premiums, advertising, postage and publishing costs, and sales commissions, and second to the payment, partly or entirely, of any of the Obligations in any manner as Lender may in its sole discretion elect, returning any excess to Borrower, if any, or such other party in interest as may be required by law. Notwithstanding the foregoing, the Borrower shall remain liable to Lender for any deficiency due and owing after application of the proceeds described above, plus late charges and Delinquent Interest and other amounts as provided herein. No action taken by Lender shall release Borrower from any of the Obligations or its obligations to Lender. Failure of Lender to comply with the terms listed in this paragraph shall not render any sale invalid or commercially unreasonable. Lender may without prior notice to or demand upon Borrower and with or without the exercise of any of Lender's other rights or remedies, apply toward the payment of Borrower's Obligations (at any time owing to Lender) any checks, drafts, agreements, balances, reserves, accounts and sums belonging to or owing to Borrower and coming into Lender's possession and for such purpose may endorse Borrower's name on any instrument or document payable to Borrower (whether for deposit, collection, discount or negotiation). Without notice to Borrower, Lender may make such applications or change applications of sums previously paid and/or to be paid to Lender, to such Obligations as Lender in its sole discretion may choose.

17. Protection of the Collateral. At its option and in its sole discretion, Lender may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral, and may pay for insurance and maintenance and preservation of the Collateral. Borrower agrees to reimburse Lender on demand for any payment made or any expense incurred by Lender pursuant to the foregoing authorization and to pay a fee for additional monitoring incurred by Lender for Borrower's failure to maintain coverage or protection as provided herein. Any payments made by Lender shall be immediately due and payable by Borrower and shall bear interest at the Default Rate. Should Borrower fail to pay taxes or repairs relating to the Collateral or to maintain or obtain insurance, Lender shall have the right, but not the obligation, and without releasing Borrower from any obligation hereunder, to pay any sum due in connection therewith or to contest or compromise any encumbrance, charge, tax or lien and in exercising any such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary. If Lender shall pay for any of the foregoing, Borrower shall promptly reimburse Lender therefore on demand together with interest thereon at the Default Rate.

18. Additional Security, Right to Set-off. Lender may proceed against and/or enforce any of its rights with respect to the Collateral in whatever order it may, in its sole discretion, deem appropriate. Any amount(s) received by Lender from whatever source may be applied by Lender to any of the Obligations and may be applied in such order of application, as Lender shall from time to time, in its sole discretion, elect. To the extent permitted by applicable law, Lender reserves a right of set-off in all of Borrower's accounts and deposit accounts with Lender (whether checking, savings, money market or some other account). This includes all accounts and deposit accounts Borrower holds jointly with someone else and all accounts and deposit accounts Borrower may open in the future. However, this does not include any IRA, Keogh accounts, or any trust account(s) whereupon set-off would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or set-off all sums owing on the indebtedness against any and all such accounts and/or deposit accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and set-off rights provided in this paragraph.

19. Assignment. All covenants and agreements contained by or on behalf of Borrower or any Guarantor in this Agreement shall bind its successors and assigns or the heirs and personal representatives of any individual guarantor and shall inure to the benefit of Lender and its successors and assigns. Lender may sell or assign any and all right, title and interest it has under this Agreement and in the Collateral, in whole or in part. Borrower shall, upon the direction of Lender: (a) execute all documents necessary to effectuate such assignment, and (b) pay directly and promptly to Lender's assignee, without abatement, deduction, offset, set-off, defenses, claims, counterclaims, or causes of action, all amounts which have become due under the assigned agreements. Lender's assignee shall have any and all rights, immunities and discretion of Lender

hereunder and shall be entitled to exercise any remedies of Lender hereunder. All references herein to Lender shall include Lender's assignee (except that said assignee shall not be chargeable with any obligations or liabilities hereunder or in respect hereof). Borrower shall not assert against Lender's assignee any abatement, deduction, offset, defense, claim, counterclaim, causes of action or set-off which Borrower may assert it has against Lender. Borrower shall not assign or in any way dispose of all or any of its rights or obligations under this Agreement or enter into any agreement regarding all or any part of the Collateral without the prior written consent of Lender which may be withheld or denied, in its sole and absolute discretion, and any such purported assignment without the prior written consent of Lender by Borrower shall be null and void ab initio. In connection with the granting of such consent and the preparation of necessary documentation, a fee, determined by Lender in its sole and absolute discretion, shall be assessed. In the event that Lender has consented in writing, in its sole or absolute discretion, to any lease or license of the Collateral or any part thereof, Borrower hereby assigns and grants to Lender a security interest in any and all rights under any lease(s) or license(s), to secure all Obligations to Lender, and Borrower shall deliver to Lender the original of such lease(s).

20. Entire Agreement. THIS AGREEMENT AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith REPRESENTS AND EMBODIES THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS RELATING TO THE SAME SUBJECT MATTER HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Borrower acknowledges that no promises of any kind have been made by Lender or any third party to induce Borrower to execute this Agreement except to the extent expressly contained herein. Upon request, the parties will promptly execute and deliver such other and further documents and instruments, and shall do or take such other actions as may be reasonably required or appropriate, to cure any defects in the creation and issuance of this Agreement or in the perfection or preservation of the security interests contemplated herein.

21. Amendment and Waiver. No termination, waiver, amendment or modification of any of the terms or provisions of this Agreement or any obligation of Borrower to Lender shall be valid or binding unless set forth in a writing signed by a duly authorized officer of Lender, and then only to the extent specifically set forth therein. The waiver by Lender of any default hereunder or of any provisions hereof shall not discharge any party hereto from liability hereunder and such waiver shall be limited to the particular Event of Default and shall not operate as a waiver of any other or subsequent default.

22. Attorneys' Fees; Expenses. Borrower agrees to reimburse Lender on demand for the actual amount of all costs and expenses, including reasonable attorneys' fees, fees of auditors and accountants, and investigation expenses, UCC and tax lien searches, credit investigation fees, which Lender may incur in: (a) preparing, negotiating, closing, funding, amending, interpreting, administering and/or enforcing this Agreement and any documents prepared in connection herewith; (b) protecting, preserving or enforcing any lien, security interest or other right granted by Borrower to Lender or arising under applicable law, whether or not suit is brought; (c) in defense of Lender's interest or ownership rights in the Collateral including its priority; (d) in connection with any federal or state insolvency proceeding commenced by or against Borrower, or any subpoena or other legal process in any way relating to Borrower, including but not limited to those arising out of the automatic stay or seeking relief thereof, seeking dismissal or conversion of the bankruptcy proceeding or opposing confirmation of Borrower's plan thereunder. This provision shall survive termination of this Agreement. Notwithstanding the existence of any law, statute, rule or otherwise, in any jurisdiction which may provide Borrower with a right to attorneys' fees or costs, Borrower hereby waives any and all rights to seek such attorneys' fees or costs and Borrower agrees that Lender exclusively shall be entitled to indemnification and recovery of any and all reasonable attorneys' fees or costs in respect to any litigation based hereon, arising out of, or related hereto, whether under, or in connection with, this and/or any agreement executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

23. Choice of Law; Venue and Jurisdiction. INTENDING THAT EACH AND EVERY PROVISION OF THIS AGREEMENT BE FULLY EFFECTIVE AND ENFORCEABLE ACCORDING TO ITS TERMS, THE PARTIES AGREE THAT ANY CLAIM, CONTROVERSY, DISPUTE, THE VALIDITY, ENFORCEABILITY AND EFFECTIVENESS OF EACH PROVISION HEREOF AND THE OBLIGATIONS OF THE BORROWER, AND THE RIGHTS AND REMEDIES OF THE LENDER IN ANY WAY RELATED TO OR ARISING UNDER THIS AGREEMENT OR UNDER ONE OR MORE OBLIGATIONS OF BORROWER TO LENDER AND THE RELATIONSHIP OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES

OR PROVISIONS THEREIN EXCEPT TO THE EXTENT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA OTHERWISE PREEMPT TEXAS LAW, IN WHICH EVENT FEDERAL LAW SHALL CONTROL. BORROWER HEREBY IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF TEXAS IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE OBLIGATIONS OR THE TRANSACTION CONTEMPLATED HEREBY. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if Lender so elects, be instituted in any State or Federal Court sitting in Dallas County, Texas or, if none, any court sitting in the State of Texas (the "Acceptable Forums"). Borrower agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction and/or based upon venue or "forum non conveniens" in connection with any such action or proceeding. Should such proceeding be initiated in any other forum, Borrower waives any right to oppose any motion or application made by Lender to transfer such proceeding to an Acceptable Forum.

24. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. Delivery of an executed counterpart by electronic transmission shall be effective as delivery of a manually executed counterpart, and any party delivering such an executed counterpart shall thereafter also promptly deliver a manually executed counterpart, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

25. **Notice.** All communications under or in connection with this Agreement (other than notices of public or private sale, which have notice provisions described in this Agreement) shall be in writing and personally delivered to an officer of the receiving party and/or shall be mailed by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties listed in this Agreement or to such other addresses as each such party may in writing hereafter indicate in compliance with this Agreement. Any notice so addressed and mailed by registered or certified mail, return receipt requested, shall be deemed to be given to Borrower when so mailed and to Lender upon actual receipt by an authorized officer of Lender, and any notice so delivered in person shall be deemed to be given when actually received by, or receipt therefor is given by, an authorized officer of Borrower or Lender, as the case may be.

26. **DTPA Waiver.** Borrower acknowledges and agrees that Borrower has the knowledge and experience in financial and business matters to evaluate the merits and risks of the business transaction contemplated herein, is not in a disparate bargaining position relative to negotiating this Agreement and willingly waives and releases, without limitation, all rights and remedies associated with the Texas Deceptive Trade Practices Act ("DTPA") or such similar statute.

27. **Invalidity and Statute of Limitations.** In the event that any one or more of the provisions contained in this Agreement is/are in conflict with any statute, judicial decision or law and thus not valid or enforceable or is held, rendered or declared invalid, illegal or unenforceable in any respect by any existing or subsequently enacted legislation or decision of a court of competent jurisdiction, such legislation or decision regarding the invalidity, illegality or unenforceability shall not affect, impair, invalidate or nullify the remainder of this Agreement or any other provision of this Agreement which shall remain in full force and effect. Borrower unconditionally and irrevocably stipulates and agrees that Borrower shall have no right to assert any claim, cause of action or counter claim, or to commence any action or proceeding against Lender as a result of, arising out of, or in any way related to the Agreement or the Collateral for the lesser of two years and one day after such claim, counter claim or cause of action shall accrue or any applicable statute of limitations. In no event shall the foregoing provision be read or interpreted to increase or lengthen any applicable statute of limitations.

28. **Survival of Agreements.** All representations and warranties of Borrower herein, and all covenants and agreements herein not fully performed before the effective date of this Agreement, shall survive such date.

29. **Renewal or Extension.** All provisions of this Agreement relating to the Obligations shall apply with equal force and effect to each, and to all documents and instruments hereinafter executed which in whole or in part represent a renewal, extension, increase, rewrite or rearrangement of any part of the Obligations. Any provision of this Agreement to be performed during the "term of this Agreement" "term hereof" or similar language, shall include any extension period. The loan documents exclusively represent the agreements between the parties and the intent of the parties thereto and supersede any prior proposal letters, commitment letters, oral covenants, oral agreements or negotiations.

30. **Cumulative Rights.** The rights and remedies of Lender under this Agreement shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

31. **Negotiation of Documents.** This Agreement has been negotiated by the parties at arm's length, each party represented by its own counsel, or waiving the right to be represented by counsel, and the fact that the documents have been prepared by Lender's counsel, after such negotiation, shall not be cause to construe any of such documents against Lender. Borrower acknowledges and agrees that this Agreement was deemed negotiated, approved, accepted and funded in Dallas, Texas. The Borrower has been advised and represents that it understands (i) that the Lender is a state savings bank in the State of Texas with its principal place of business in Dallas County, TX, (ii) that Lender negotiated, documented, closed and funded this Agreement in Dallas County, TX, (iii) that the documents will be maintained and stored in Dallas County, TX. The parties agree that any copy of this executed Agreement, including any photocopy, telecopy, electronic copy or facsimile thereof, shall have the same force and effect as though it were an original for all purposes, including but not limited to the enforcement of any of the terms and conditions thereof and the admissibility of such loan document in any legal or equitable proceeding.

32. **Debtor-Creditor Relationship.** None of the terms of this Agreement or of any other document executed in conjunction herewith or related hereto shall be deemed to give Lender the rights or powers to exercise control over the business or affairs of Borrower. The relationship between Borrower and Lender created by this Agreement is only that of debtor/creditor.

33. **Indemnification.** Borrower assumes liability for and agrees to defend, indemnify, protect, save and hold harmless Lender and its affiliates and their respective officers, directors, employees, agents, attorneys and advisors (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, disbursements, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and expenses that may be incurred by or asserted or awarded against any Indemnified Party; i) arising out of or related to the Obligations, or the manufacture, financing, ownership, delivery, possession, use, operation, condition, or disposition of the Equipment by Borrower, including without limitation, any claim alleging latent and other defects, whether or not discoverable by Lender or Borrower and any other claim arising out of strict liability in tort, whether or not in either instance relating to an event occurring while Borrower remains obligated under this Agreement, and any claim for patent, trademark or copyright infringement, and/or ii) arising out of or related to any challenge to the nature or priority of Lender's security interest in/to the Collateral, except to the extent such claim, damage, loss, liability, cost or expenses is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this section applies, such indemnity shall be effective without prejudice to the survival of any other agreement of Borrower hereunder, and the agreements and obligations of Borrower contained in this section shall survive the payment in full of the indebtedness and all other amounts payable under this Agreement. To the maximum extent permitted by law, Borrower hereby knowingly, voluntarily and intentionally (and after each has consulted with its own attorney) irrevocably and unconditionally agrees that no claim may be made by Borrower against any Indemnified Party for any special, indirect, consequential or punitive damages in respect of any breach or wrongful conduct (whether the claim is based on contract, tort, common law or statute) arising out of, or related to, the transactions contemplated by this Agreement or any other Obligation or related documents, or any act, omission, or event occurring in connection herewith or therewith. In furtherance of the foregoing, Borrower hereby waives, releases and shall indemnify and hold harmless any and all Indemnified Parties from any such claims.

34. **Waiver of Trial by Jury.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY FROM OR RELATING TO THEIR RELATIONSHIP, ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION AND/OR COUNTERCLAIM (a) ARISING UNDER THIS AGREEMENT OR ANY OTHER OBLIGATION, INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER OBLIGATION, INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR

OTHERWISE, EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION AND/OR COUNTERCLAIM SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

35. **Reversal of Payments.** Lender shall have the continuing and exclusive right to apply, reverse and re-apply any and all payments to any portion of the Obligations in a manner consistent with the terms of this Agreement. To the extent Borrower makes a payment or payments to Lender, or Lender receives any payment or proceeds of any collateral for Borrower's benefit, which payment(s) or proceed(s) or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Obligations or party thereof intended to be satisfied shall be revived and continued in full force and effect, as if such payment or proceeds had not been received by Lender.

36. **Injunctive Relief.** Borrower recognizes that, in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Lender, therefore, Borrower agrees that if any default or Event of Default shall have occurred and be continuing, Lender shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages and without the posting of bond or other security in connection with such injunctive relief.

37. **Time of the Essence.** Time is of the essence with respect to the payment and performance of Borrower's obligations under this Agreement and any other agreement between Borrower and Lender.

38. **Use of Headings.** The headings used in each section of this Agreement are for ease of reference only. Such headings are not intended to serve any descriptive, explanatory or other purpose and are of no legal or other significance whatsoever. The terms "this Agreement," or "hereof," or "herein," or "hereunder," and any similar expressions refer to this Agreement and not to any particular paragraph or section or portion hereof. Lender and Borrower shall collectively be referred to herein as the "parties," and each individually as a "party."

IN WITNESS WHEREOF, the parties have executed this Agreement on the Execution Date.

LENDER:

TBK BANK, SSB

By: Name: Dirk CoppleTitle: EVP**BORROWER:**RDX INC.,
a CALIFORNIA CORPORATIONBy: Name: NAVDEEP KAUR SINGHTitle: CEO/PRESIDENT**BORROWER:**NAVDEEP KAUR SINGH,
a CALIFORNIA SOLE PROPRIETORBy: Name: NAVDEEP KAUR SINGHTitle: SOLE PROPRIETOR

SCHEDULE "A"

This schedule is attached to and becomes part of that certain LOAN AND SECURITY AGREEMENT dated MARCH 21, 2016 (hereinafter referred to as the "Agreement") between the undersigned parties listed below, the Borrower and TBK BANK, SSB, as Lender

DESCRIPTION OF PROPERTY

YEAR	MAKE	MODEL	DESCRIPTION	VIN #
2008	FREIGHTLINER	CLASSIC	TRACTOR	1FUJALCV88DY81229
2008	FREIGHTLINER	CLASSIC	TRACTOR	1FUJALCV78DZ84111
2008	FREIGHTLINER	CLASSIC	TRACTOR	1FUJALCV28DZ84114
2009	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV59DAA9107
2009	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV79DAA9108
2009	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV59DAA9110
2009	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV09DAA9113
2009	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGECV09LAH3098
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CK18DY78812
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CK38DY78858
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CK38DY78861
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CK98DY78878
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CK58DY78893
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CK58DY78912
2011	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CK9BD9V9752
2011	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CK0BD9V9753
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGBDV6BSAZ8388
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV78LZ46465
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV28LZ46468
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV08LZ46470
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV48LZ46472
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV08LZ46467
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV98LZ46466
2008	FREIGHTLINER	COLUMBIA	TRACTOR	1FUJA6CV48LZ46469
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR4BSAV0929
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR1BSAV0919
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR2BSAV0928
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR2BSAV0931
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR0BSAV0927
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR8BSAV0920
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDRXBSAV0918
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR7BSAV0925
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR5BSBA9739
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR3BSBA9741

2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR1BLAX9685
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR5BLAX9687
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDR9BLAX9689
2011	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGLDRXBLAX9684
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV9ALAS0049
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV8ALAS0043
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV9ALAS0052
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV2ALAS0054
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV1ALAS0062
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV5ALAS0050
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV4ASAL7542
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV8ASAL7530
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV3ASAL7533
2010	FREIGHTLINER	CASCADIA	TRACTOR	1FUJGEDV8ASAL7544
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR6BN353836
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJRXBN353838
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR1BN353839
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR0BN386461
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR1BN386372
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR3BN386373
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR2BN386395
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJRXBN386595
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR3BN386339
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR7BN386344
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR8BN386501
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR0BN353833
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR6BN386500
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR1BN386386
2011	INTERNATIONAL	PRO STAR	TRACTOR	3HSDJSJR7BN410139
2014	PRATT	DROP DECK	TRAILER	1P9CP4321EB343964
2014	PRATT	DROP DECK	TRAILER	1P9CP4323EB343965
2014	PRATT	DROP DECK	TRAILER	1P9CP4325EB343966
2014	PRATT	DROP DECK	TRAILER	1P9CP4327EB343967
2014	PRATT	DROP DECK	TRAILER	1P9CP4329EB343968
2014	PRATT	DROP DECK	TRAILER	1P9CP4320EB343969
2014	PRATT	DROP DECK	TRAILER	1P9CP4327EB343970
2014	PRATT	DROP DECK	TRAILER	1P9CP4329EB343971
2014	PRATT	DROP DECK	TRAILER	1P9CP4320EB343972
2014	PRATT	DROP DECK	TRAILER	1P9CP4322EB343973
2014	PRATT	DROP DECK	TRAILER	1P9CP4324EB343974
2014	PRATT	DROP DECK	TRAILER	1P9CP4326EB343975

2014	PRATT	DROP DECK	TRAILER	1P9CP4328EB343976
2014	PRATT	DROP DECK	TRAILER	1P9CP432XEB343977
2014	PRATT	DROP DECK	TRAILER	1P9CP4321EB343978

and any and all additions, attachments, accessories, substitutions, replacements, replacement parts, software and software upgrades, and all cash and non cash proceeds including without limitation, any rental proceeds, insurance proceeds, accounts, accounts receivable, chattel paper and electronic chattel paper arising out of or related to the use, sale, lease, rental or other disposition thereof. The Borrower hereby consents and agrees that all of the terms, provisions and obligations contained in the Agreement are in full force and effect and are hereby ratified and confirmed.

LENDER:

TBK BANK, SSB

By: Name: Dirk CoppleTitle: EVP**BORROWER:**

RDX INC.

By: Name: NAVDEEP KAUR SINGHTitle: CEO/PRESIDENT

NAVDEEP KAUR SINGH

By: Name: NAVDEEP KAUR SINGHTitle: SOLE PROPRIETOR

Exhibit 3

REG 138A (REV. 10/2012)

D. NEW OWNER'S ADDRESS APT NUMBER

E. CITY **STATE** **ZIP CODE**

F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME **PRINT**

H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER

J. CITY **STATE** **ZIP CODE**

VEHICLE ID NUMBER **YR MODEL MAKE** **PLATE NUMBER**

1FUJA6CK18DY78812

2008 FRHT

3QKD249

REG 138A (REV. 10/2012)

400406361

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

VEHICLE HISTORY

COMMERCIAL TITLE ONLY

VEHICLE ID NUMBER 1FUJA6CK18DY78812

YR MODEL MAKE 2008 FRHT

PLATE NUMBER 3QKD249

REGISTRATION EXPIRATION DATE 04/30/2013

ISSUE DATE 08/01/16

ODOMETER DATE 08/06/2013

ACTUAL MILEAGE 509625 MI

REGISTERED OWNER(S) SINGH NAVDEEP ✓
5724 W MAGILL AVE
FRESNO CA 93722

VEHICLE HISTORY

VEHICLE ID NUMBER 1FUJA6CK18DY78812

AX UNLADEN WEIGHT 3 16500 D

FUEL DS

TRANSFER DATE 08/06/2013

FEES PAID \$15

EQUIPMT/TRUST NUMBER MX 2013 XV

ODOMETER DATE 08/06/2013

ACTUAL MILEAGE 509625 MI

REGISTERED OWNER(S) SINGH NAVDEEP ✓
5724 W MAGILL AVE
FRESNO CA 93722

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE **X** SIGNATURE OF REGISTERED OWNER

1b. DATE **X** SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE **X** **TRANSFEROR/SELLER SIGNATURE(S)** **DATE** **X** **TRANSFeree/BUYER SIGNATURE(S)**

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY **PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY**

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S) TBK BANK SSB ✓
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2 X Signature releases interest in vehicle. (Company names must be countersigned)
Release Date

CA167443347
022100

REG. 17-30RS (REV. 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR COMPANY NAME) FIRST

B. NEW OWNER'S ADDRESS APT NUMBER

D. CITY STATE ZIP CODE

F. SELLER'S OR LESSEE'S LAST NAME (OR COMPANY NAME) FIRST

H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER

J. CITY STATE ZIP CODE

K. VEHICLE ID NUMBER YR. MODEL MAKE PLATE NUMBER

1FUJA6CK38DY78858 2008 FRHT 3QKD253

C. ODOMETER READING (NO TENTHS)

E. DATE OF SALE (MO. DAY YR.)

G. SELLING PRICE (NO CENTS) WHOLE DOLLARS

I. SELLER'S OR LESSEE'S SIGNATURE

X

REG 139A (REV. 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE

VEHICLE HISTORY

614160801A2

COMMERCIAL TITLE ONLY

VEHICLE ID NUMBER 1FUJA6CK38DY78858 ✓

YR. MODEL 2008 MAKE FRHT PLATE NUMBER 3QKD253

VEHICLE TYPE/MODEL DS UNLADEN WEIGHT 316500 D FUEL TRANSFER DATE FEES PAID \$15

REGISTRATION EXPIRATION DATE 04/30/2013

ISSUE DATE 08/01/16

MOTORCYCLE ENGINE NUMBER CLASS YR MO EQUIPMT/TRUST NUMBER MX 2013 XV

ODOMETER DATE 08/06/2013 ACTUAL MILEAGE 499200 MI

REGISTERED OWNER(S) NAVDEEP SINGH ✓
5724 W MAGILL AVE
FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER

1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR/SELLER SIGNATURE(S) DATE X TRANSFEREE/BUYER SIGNATURE(S)

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S) TBK BANK SSB ✓
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2. X
Signature releases interest in vehicle. (Company names must be countersigned)
Release Date CA167443348
022101 REG. 17 30RS (REV 02/2015)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME										FIRST																			
B. NEW OWNER'S ADDRESS																				APT. NUMBER									
D. CITY										STATE					ZIP CODE														
F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME										FIRST																			
H. SELLER'S OR LESSEE'S ADDRESS																				APT. NUMBER									
J. CITY										STATE					ZIP CODE														
K. VEHICLE ID NUMBER										YR. MODEL					MAKE					PLATE NUMBER									

C. ODOMETER READING (NO TENTHS)
 E. DATE OF SALE OR LEASE RETURN
 G. SELLING PRICE (NO CENTS)
 I. SELLER'S OR LESSEE'S SIGNATURE

1FUJA6CK38DY78861 2008 FRHT 3QKD252

REG 138A (REV. 10/2012)

STATE OF CALIFORNIA									
CERTIFICATE OF TITLE									
VEHICLE HISTORY									
614160801A2									
COMMERCIAL TITLE ONLY									
VEHICLE ID NUMBER									
1FUJA6CK38DY78861 ✓									
BODY TYPE MODEL									
DS									
AX UNLADEN WEIGHT									
3 16500 D									
FUEL TRANSFER DATE									
FEES PAID									
\$15									
YR. MODEL MAKE									
2008 FRHT									
PLATE NUMBER									
3QKD252									
REGISTRATION EXPIRATION DATE									
04/30/2013									
ISSUE DATE									
08/01/16									
MOTORCYCLE ENGINE NUMBER									
REGISTERED OWNER(S)									
NAVDEEP SINGH ✓									
5724 W MAGILL AVE									
FRESNO CA 93722									
I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.									
1a. DATE X SIGNATURE OF REGISTERED OWNER									
1b. DATE X SIGNATURE OF REGISTERED OWNER									
Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.									
The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.									
WARNING <input type="checkbox"/> Odometer reading is not the actual mileage. <input type="checkbox"/> Mileage exceeds the odometer mechanical limits.									
I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.									
DATE X TRANSFEROR'S SIGNATURE(S)									
DATE X TRANSFEREE'S SIGNATURE(S)									
PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY									
PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY									
IMPORTANT READ CAREFULLY									
Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.									
LIENHOLDER(S)									
TBK BANK SSB ✓									
12700 PARK CENTRAL DR									
STE 1700									
DALLAS									
TX 75251									
2. X									
Signature releases interest in vehicle. (Company names must be countersigned)									
Release Date									
CA167443349									
022102									
REG. 17 30RS (REV. 02/2016)									
KEEP IN A SAFE PLACE - VOID IF ALTERED									

A. NEW OWNER'S LAST NAME (OR COMPANY NAME) FIRST
 B. NEW OWNER'S ADDRESS APT. NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR COMPANY NAME) FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT. NUMBER
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY STATE ZIP CODE
 VEHICLE ID NUMBER YR. MODEL MAKE PLATE NUMBER

1FUJA6CK58DY78893 2008 FRHT 3QKD250

REG 138A (REV. 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 VEHICLE HISTORY

614160801A2
COMMERCIAL TITLE ONLY
 VEHICLE ID NUMBER 1FUJA6CK58DY78893
 BODY TYPE MODEL DS
 UNLADEN WEIGHT 316500 D
 YR. 1ST SOLD MX 2013 XV
 CLASS YR MO EQUIPMT/TRUST NUMBER
 YR. MODEL MAKE 2008 FRHT
 PLATE NUMBER 3QKD250
 REGISTRATION EXPIRATION DATE 04/30/2013
 FEES PAID \$15
 ISSUE DATE 08/01/16
 ODOMETER DATE 08/06/2013
 ODOMETER READING 479850 MI
 ACTUAL MILEAGE

REGISTERED OWNER(S)
 SINGH NAVDEEP
 5724 W MAGILL AVE
 FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE TRANSFEROR SELLER SIGNATURE(S) DATE TRANSFEREE BUYER SIGNATURE(S)
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
 TBK BANK SSB
 12700 PARK CENTRAL DR
 STE 1700
 DALLAS
 TX 75251

2. X
 Signature releases interest in vehicle (Company names must be countersigned)
 Release Date
 CA167443351
 022104
 REG 17.30RS (REV. 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME										FIRST																			
B. NEW OWNER'S ADDRESS																				APT NUMBER									
D. CITY										STATE					ZIP CODE														
F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME										FIRST																			
H. SELLER'S OR LESSEE'S ADDRESS																				APT NUMBER									
J. CITY										STATE					ZIP CODE														
K. VEHICLE ID NUMBER										YR. MODEL					MAKE					L. PLATE NUMBER									

C. ODOMETER READING (NO TENTHS)
 E. DATE OF SALE OR LEASE RETURN
 G. SELLING PRICE (NO CENTS)
 I. SELLER'S OR LESSEE'S SIGNATURE

1FUJA6CK58DY78912 2008 FRHT 3QKD248

REG 138A (REV. 10/2012)

STATE OF CALIFORNIA									
CERTIFICATE OF TITLE									
VEHICLE HISTORY									
B14160801A2 COMMERCIAL TITLE ONLY									
VEHICLE ID NUMBER 1FUJA6CK58DY78912 ✓									
BODY TYPE MODEL AX UNLADEN WEIGHT FUEL TRANSFER DATE FEES PAID PLATE NUMBER DS 3 16500 D 2008 FRHT \$15 3QKD248									
YR. 1ST SOLD CLASS YR MO EQUIPMT/TRUST NUMBER ISSUE DATE MX 2013 XV 08/01/16									
MOTORCYCLE ENGINE NUMBER ODOMETER DATE ODOMETER READING 08/06/2013 525680 MI									
ACTUAL MILEAGE									
REGISTERED OWNER(S) SINGH NAVDEEP ✓ 5724 W MAGILL AVE FRESNO CA 93722									
I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.									
1a. DATE X SIGNATURE OF REGISTERED OWNER									
1b. DATE X SIGNATURE OF REGISTERED OWNER									
Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.									
The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.									
WARNING <input type="checkbox"/> Odometer reading is not the actual mileage. <input type="checkbox"/> Mileage exceeds the odometer mechanical limits.									
I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.									
DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)									
PRINTED NAME OF SELLER OR AGENT SIGNED FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNED FOR A COMPANY									
IMPORTANT READ CAREFULLY Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.									
LIENHOLDER(S) TBK BANK SSB ✓ 12700 PARK CENTRAL DR STE 1700 DALLAS TX 75251									
2. X Signature releases interest in vehicle. (Company names must be countersigned) Release Date CA167443352 022105 REG. 17 30RS (REV 02/2008)									
KEEP IN A SAFE PLACE - VOID IF ALTERED									

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST
 B. NEW OWNER'S ADDRESS APT NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY STATE ZIP CODE
 K. VEHICLE ID NUMBER YR MODEL MAKE PLATE NUMBER

1FUJA6CV08LZ46467 2008 FRHT 3QKD945

REG 1364 (REV 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 61416080102
COMMERCIAL TITLE ONLY
 VEHICLE ID NUMBER 1FUJA6CV08LZ46467
 BODY TYPE MODEL DS
 UNLADEN WEIGHT 316500 D
 FUEL TRANSFER DATE 07/27/16
 YR 1ST SOLD NJ 2013 XV
 YR MODEL MAKE 2008 FRHT
 FEES PAID \$15
 PLATE NUMBER 3QKD945
 REGISTRATION EXPIRATION DATE 07/31/2013
 ISSUE DATE 08/01/16
 MOTORCYCLE ENGINE NUMBER
 ODOMETER DATE
 ODOMETER READING

REGISTERED OWNER(S)
 RDX INC
 5724 MAGILL AVE
 FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR SELLER SIGNATURE(S) DATE X TRANSFEREE BUYER SIGNATURE(S)
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
 TBK BANK SSB
 12700 PARK CENTRAL DR
 STE 1700
 DALLAS
 TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
 CA167443372
 022125 REG 1730RS (REV.02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST
 B. NEW OWNER'S ADDRESS APT NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER
 I. CITY STATE ZIP CODE
 J. CITY STATE ZIP CODE
 K. SELLER'S OR LESSEE'S SIGNATURE
 L. VEHICLE ID NUMBER YR MODEL MAKE PLATE NUMBER

1FUJA6CV08LZ46470 2008 FRHT 3QKD923

REG 1384 (REV. 10/2014)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 VEHICLE HISTORY

614160801A2
COMMERCIAL TITLE ONLY
 VEHICLE ID NUMBER 1FUJA6CV08LZ46470 ✓
 BODY TYPE MODEL DS
 AX UNLADEN WEIGHT 3 15600 D
 YR 1ST SOLD CLASS YR MO EQUIPMT/TRUST NUMBER JL 2013 XV
 MOTORCYCLE ENGINE NUMBER
 ODOMETER DATE
 ODOMETER READING

2008 FRHT
 FEES PAID \$15
 PLATE NUMBER 3QKD923
 REGISTRATION EXPIRATION DATE 09/30/2013
 ISSUE DATE 08/01/16

REGISTERED OWNER(S)
SINGH NAVDEEP ✓
DBA RDX INC
2436 S SARAH ST
FRESNO CA 93706

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR'S SIGNATURE(S) DATE X TRANSFEREE'S SIGNATURE(S)
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
TBK BANK SSB ✓
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
CA167443344
022097 REG. 17.30RS (REV. 02/2015)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST

B. NEW OWNER'S ADDRESS APT NUMBER

C. CITY STATE ZIP CODE

D. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST

E. SELLER'S OR LESSEE'S ADDRESS APT NUMBER

F. CITY STATE ZIP CODE

G. ODOMETER READING (NO TENTHS)

H. DATE OF SALE OR LEASE RETURN

I. SELLING PRICE (NO CENTS) WHOLE DOLLARS

J. SELLER'S OR LESSEE'S SIGNATURE

VEHICLE ID NUMBER 1FUJA6CV28LZ46468 YR. MODEL 2008 MAKE FRHT PLATE NUMBER 3QKD922

REG 139A (REV 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE

VEHICLE HISTORY

VEHICLE ID NUMBER 1FUJA6CV28LZ46468 ✓

COMMERCIAL TITLE ONLY

YR. MODEL 2008 MAKE FRHT PLATE NUMBER 3QKD922

BODY TYPE MODEL DS UNLADEN WEIGHT 315600 D FUEL TRANSFER DATE FEES PAID \$15

REGISTRATION EXPIRATION DATE 09/30/2013

ISSUE DATE 08/01/16

CLASS HL YR 2013 MO XV EQUIPMT/TRUST NUMBER

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE

ODOMETER READING

REGISTERED OWNER(S) SINGH NAVDEEP ✓
DBA RDX INC
2436 S SARAH ST
FRESNO CA 93706

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER

1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR'S SIGNATURE(S) DATE X TRANSFEREE'S SIGNATURE(S)

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S) TBK BANK SSB ✓
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2. X Signature releases interest in vehicle. (Company names must be countersigned)
Release Date

CA167443343
022096 REG. 17 30RS (REV.02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME										FIRST																			
B. NEW OWNER'S ADDRESS																				APT. NUMBER									
D. CITY										STATE					ZIP CODE														
F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME										FIRST																			
H. SELLER'S OR LESSEE'S ADDRESS																				APT. NUMBER									
J. CITY										STATE					ZIP CODE														
VEHICLE ID NUMBER										YR. MODEL					MAKE					PLATE NUMBER									

1FUJA6CV48LZ46469 2008 FRHT 3QKD944

REG 138A (REV. 10/2012)

STATE OF CALIFORNIA									
CERTIFICATE OF TITLE									
VEHICLE HISTORY									
61416080102									
COMMERCIAL TITLE ONLY									
VEHICLE ID NUMBER									
1FUJA6CV48LZ46469									
YR. MODEL MAKE									
2008 FRHT									
PLATE NUMBER									
3QKD944									
BODY TYPE MODEL									
DS									
UNLADEN WEIGHT									
3 16500 D									
FUEL TRANSFER DATE									
07/27/16									
FEES PAID									
\$15									
REGISTRATION EXPIRATION DATE									
07/31/2013									
ISSUE DATE									
08/01/16									
MOTORCYCLE ENGINE NUMBER									
ODOMETER DATE									
ODOMETER READING									
REGISTERED OWNER(S)									
RDX INC ✓									
5724 MAGILL AVE									
FRESNO CA 93722									
I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.									
1a. DATE X SIGNATURE OF REGISTERED OWNER									
1b. DATE X SIGNATURE OF REGISTERED OWNER									
Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.									
The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.									
WARNING <input type="checkbox"/> Odometer reading is not the actual mileage <input type="checkbox"/> Mileage exceeds the odometer mechanical limits.									
I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.									
DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)									
X X									
PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY									
IMPORTANT READ CAREFULLY									
Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.									
LIENHOLDER(S)									
TBK BANK SSB ✓									
12700 PARK CENTRAL DR									
STE 1700									
DALLAS									
TX 75251									
2. X Signature releases interest in vehicle. (Company names must be countersigned)									
Release Date									
CA167443374									
022127 REG 17-30RS (REV. 02/2016)									
KEEP IN A SAFE PLACE - VOID IF ALTERED									

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST
 B. NEW OWNER'S ADDRESS APT. NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT. NUMBER
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY STATE ZIP CODE
 K. VEHICLE ID NUMBER YR. MODEL MAKE PLATE NUMBER

1FUJA6CV48LZ46472 2008 FRHT 3QKD924

REG 138A (REV 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 VEHICLE HISTORY

614160801A2
COMMERCIAL TITLE ONLY
 VEHICLE ID NUMBER 1FUJA6CV48LZ46472 ✓
 BODY TYPE MODEL DS
 AX UNLADEN WEIGHT 3 15600 D
 YR 1ST SOLD
 CLASS YR MO EQUIPMT/TRUST NUMBER
 JL 2013 XV
 MOTORCYCLE ENGINE NUMBER
 ODOMETER DATE
 ODOMETER READING
 YR MODEL MAKE PLATE NUMBER 2008 FRHT 3QKD924
 FEES PAID \$15
 REGISTRATION EXPIRATION DATE 09/30/2013
 ISSUE DATE 08/01/16

REGISTERED OWNER(S)
SINGH NAVDEEP /
DBA RDX INC
2436 S SARAH ST
FRESNO CA 93706

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR/SELLER SIGNATURE(S)
 DATE X TRANSFeree/BUYER SIGNATURE(S)
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY
 PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
TBK BANK SSB ✓
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
CA167443345
022098
 REG. 17 30RS (REV.02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST

B. NEW OWNER'S ADDRESS APT NUMBER

C. CITY STATE ZIP CODE

D. CITY STATE ZIP CODE

E. DATE OF SALE OR LEASE RETURN

F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST

G. SELLER'S OR LESSEE'S ADDRESS APT NUMBER

H. CITY STATE ZIP CODE

I. SELLER'S OR LESSEE'S SIGNATURE

VEHICLE ID NUMBER 1FUJABCV78LZ46465 YR MODEL MAKE 2008 FRHT PLATE NUMBER 3QKD921

STATE OF CALIFORNIA
CERTIFICATE OF TITLE

VEHICLE HISTORY

VEHICLE ID NUMBER 1FUJABCV78LZ46465

COMMERCIAL TITLE ONLY

YR MODEL MAKE 2008 FRHT

PLATE NUMBER 3QKD921

BODY TYPE MODEL DS

AX UNLADEN WEIGHT 3 15600 D

FUEL TRANSFER DATE FEES PAID \$15

YR 1ST SOLD CLASS YR MO EQUIPMT/TRUST NUMBER

HL 2013 XV

REGISTRATION EXPIRATION DATE 09/30/2013

ISSUE DATE 08/01/16

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE

ODOMETER READING

REGISTERED OWNER(S)
SINGH NAVDEEP ✓
DBA RDX INC
2436 S SARAH ST
FRESNO CA 93706

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a DATE X SIGNATURE OF REGISTERED OWNER

1b DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

TBK BANK SSB ✓
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2. X
Signature releases interest in vehicle. (Company names must be countersigned)
Release Date

CA167443342
022095 REG. 17.30FS (REV. 02/2015)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST
 B. NEW OWNER'S ADDRESS APT NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY STATE ZIP CODE
 K. VEHICLE IDENTIFICATION NUMBER YR. MODEL MAKE PLATE NUMBER

1FUJA6CV98LZ46466 2008 FRHT 3QKD948

REG 139A (REV. 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 VEHICLE HISTORY

61416080102
COMMERCIAL TITLE ONLY
 VEHICLE ID NUMBER 1FUJA6CV98LZ46466
 BODY TYPE MODEL DS
 UNLADEN WEIGHT 316500 D
 FUEL TRANSFER DATE 07/27/16
 FEES PAID \$15
 YR. MODEL 2008 MAKE FRHT
 PLATE NUMBER 3QKD948
 REGISTRATION EXPIRATION DATE 07/31/2013
 ISSUE DATE 08/01/16
 CLASS *YR MO NJ 2013 XV
 EQUIPMT/TRUST NUMBER
 MOTORCYCLE ENGINE NUMBER
 ODOMETER DATE
 ODOMETER READING

REGISTERED OWNER(S)
RDX INC
5724 MAGILL AVE
FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)
 X X
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
TBK BANK SSB
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
CA167443373
022126
 REG. 17.30RS (REV 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST
 B. NEW OWNER'S ADDRESS APT NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY STATE ZIP CODE
 VEHICLE ID NUMBER YEAR MODEL MAKE PLATE NUMBER

1FUJALCV28DZ84114 2008 FRHT 9E69106

REG 1384 (REV 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 614160801A2
COMMERCIAL **PARTIAL YEAR**
 VEHICLE ID NUMBER 1FUJALCV28DZ84114 ✓
 BODY TYPE MODEL DS
 UNLADEN WEIGHT 3 15500 D
 YR 1ST SOLD SJ 2011 XV
 YEAR MODEL MAKE 2008 FRHT
 PLATE NUMBER 9E69106
 FEES PAID \$15
 REGISTRATION EXPIRATION DATE 06/30/2012
 ISSUE DATE 08/01/16
 MOTORCYCLE ENGINE NUMBER
 ODOMETER DATE
 ODOMETER READING

REGISTERED OWNER(S)
 RDX INC ✓
 5724 W MAGILL AVE
 FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR/SELLER SIGNATURE(S)
 DATE X TRANSFEREE/BUYER SIGNATURE(S)
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY
 PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
 TBK BANK SSB ✓
 12700 PARK CENTRAL DR
 STE 1700
 DALLAS
 TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
 CA167443358
 022111
 REG. 17 30RS (REV 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME
 B. NEW OWNER'S ADDRESS
 C. ODOMETER READING (NO TENTHS)
 D. CITY
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME
 G. SELLING PRICE (NO CENTS)
 H. SELLER'S OR LESSEE'S ADDRESS
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY
 K. VEHICLE ID NUMBER
 L. YR. MODEL MAKE
 M. PLATE NUMBER

1FUJALCV88DY81229 2008 FRHT 9E69108

REG 136A (REV. 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 VEHICLE HISTORY

614160801A2
COMMERCIAL **PARTIAL YEAR**
 VEHICLE ID NUMBER
 1FUJALCV88DY81229 ✓
 BODY TYPE MODEL
 DS
 UNLADEN WEIGHT
 3 15500 D
 YR 1ST SOLO
 CLASS
 SJ 2011
 YR
 2011
 MO
 XV
 EQUIPMT/TRUST NUMBER
 2008 FRHT
 FEES PAID
 \$15
 ODOMETER DATE
 06/30/2012
 REGISTRATION EXPIRATION DATE
 08/01/16
 ODOMETER READING

MOTORCYCLE ENGINE NUMBER
 REGISTERED OWNER(S)
 RDX INC ✓
 5724 W MAGILL AVE
 FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR/SELLER SIGNATURE(S) DATE X TRANSFEREE/BUYER SIGNATURE(S)
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
 TBK BANK SSB ✓
 12700 PARK CENTRAL DR
 STE 1700
 DALLAS
 TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
 CA167443356
 022109
 REG. 17 30RS (REV. 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME										FIRST																													
B. NEW OWNER'S ADDRESS										APT NUMBER																													
D. CITY										STATE										ZIP CODE																			
F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME										FIRST																													
H. SELLER'S OR LESSEE'S ADDRESS										APT NUMBER																													
J. CITY										STATE										ZIP CODE																			
VEHICLE ID NUMBER										YR. MODEL										MAKE										PLATE NUMBER									
1FUJGECV09LAH3098										2009 FRHT										3Q0J366																			

REG-36A (REV. 10/01/12)

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

614160801A2

COMMERCIAL

VEHICLE ID NUMBER
1FUJGECV09LAH3098

BODY TYPE MODEL
DS

REGISTERED OWNER(S)
SINGH NAVDEEP
5724 W MAGILL AVE
FRESNO CA 93722

TITLE ONLY

YR. MODEL
2009 FRHT

MAKE
2009 FRHT

PLATE NUMBER
3Q0J366

UNLADEN WEIGHT
3 15500 D

FUEL
QH

TRANSFER DATE
2012

FEES PAID
15

CLASS
2012

YR.
XV

MO
XV

EQUIPMT/TRUST NUMBER

ODOMETER DATE

ODOMETER READING

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER

1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

TBK BANK SSB ✓
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2. X
Signature releases interest in vehicle. (Company names must be countersigned)
Release Date

CA167443346

022099

REG. 17.30RS (REV 02/2016)

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST

B. NEW OWNER'S ADDRESS APT NUMBER

D. CITY STATE ZIP CODE

H. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST

I. SELLER'S OR LESSEE'S ADDRESS APT NUMBER

J. CITY STATE ZIP CODE

VEHICLE ID NUMBER 1FUJABCV09DAA9113 YR. MODEL MAKE 2009 FRHT PLATE NUMBER 3Q01271

G. DOMESTIC LEADING (NO FOREIGN)

F. DATE OF SALE OR LEASE RETURN

G. SELLING PRICE (NO CENTS) WHOLE DOLLARS

H. SELLER'S OR LESSEE'S SIGNATURE X

REG 138A (REV. 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE

VEHICLE HISTORY

614160801A2

COMMERCIAL **TITLE ONLY**

VEHICLE ID NUMBER 1FUJABCV09DAA9113 ✓

YR. MODEL MAKE 2009 FRHT

PLATE NUMBER 3Q01271

BODY TYPE MODEL DS

AX UNLADEN WEIGHT 3 15500 D

FUEL TRANSFER DATE FEES PAID \$15

YR. 1ST SOLD CLASS YR MO EQUIPMT/TRUST NUMBER

PW 2012 XV

ISSUE DATE 08/01/16

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE

ODOMETER READING

REGISTERED OWNER(S) RDX INC ✓
5724 W MAGILL AVE
FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER

1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR/SELLER SIGNATURE(S) DATE X TRANSFEREE/BUYER SIGNATURE(S)

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S) TBK BANK SSB ✓
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2. X
Signature releases interest in vehicle. (Company names must be countersigned)
Release Date

CA167443362
022115

REG. 17 30RS (REV 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. SELLER'S LAST NAME (OR COMPANY NAME) FIRST
 B. NEW OWNER'S ADDRESS APT NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR COMPANY NAME) FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY STATE ZIP CODE
 K. VEHICLE ID NUMBER
 L. YEAR MODEL MAKE
 M. PLATE NUMBER

1FUJA6CV59DAA9107 2009 FRHT 3Q01270

REG 138A (REV 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 VEHICLE HISTORY

614160801A2
COMMERCIAL TITLE ONLY
 VEHICLE ID NUMBER 1FUJA6CV59DAA9107
 BODY TYPE MODEL DS
 AX UNLADEN WEIGHT 3 15500 D
 YR 1ST SOLD PW 2012 XV
 CLASS *YR MO EQUIPMT/TRUST NUMBER
 MOTORCYCLE ENGINE NUMBER
 ODOMETER DATE
 ODOMETER READING

YR MODEL MAKE 2009 FRHT
 PLATE NUMBER 3Q01270
 REGISTRATION EXPIRATION DATE 04/30/2012
 FEES PAID \$15
 ISSUE DATE 08/01/16

REGISTERED OWNER(S)
 RDX INC
 5724 W MAGILL AVE
 FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE X TRANSFEROR/SELLER SIGNATURE
 DATE X TRANSFEREE/BUYER SIGNATURE
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY
 PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
 TBK BANK SSB
 12700 PARK CENTRAL DR
 STE 1700
 DALLAS TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
 CA167443359
 022112
 REG 17-30RS (REV.02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST
 B. NEW OWNER'S ADDRESS APT NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY STATE ZIP CODE
 K. VEHICLE ID NUMBER YR MODEL MAKE PLATE NUMBER

1FUJA6CV59DAA9110 2009 FRHT 3Q01269

REG 138A (REV 10/2012)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 VEHICLE HISTORY

614160801A2
COMMERCIAL **TITLE ONLY**
 VEHICLE ID NUMBER 1FUJA6CV59DAA9110
 BODY TYPE MODEL DS
 UNLADEN WEIGHT AX 3 15500 D
 FUEL TRANSFER DATE
 FEES PAID \$15
 YR 1ST SOLO CLASS PW 2012 YR MO XV
 EQUIP/MT/TRUST NUMBER
 ODOMETER DATE
 ODOMETER READING

PLATE NUMBER 3Q01269
 REGISTRATION EXPIRATION DATE 04/30/2012
 ISSUE DATE 08/01/16

MOTORCYCLE ENGINE NUMBER
 REGISTERED OWNER(S)
 RDX INC
 5724 W MAGILL AVE
 FRESNO CA 93722

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

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I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)
 X X
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
 TBK BANK SSB
 12700 PARK CENTRAL DR
 STE 1700
 DALLAS
 TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
 CA167443361
 022114
 REG. 17 30RS (REV.02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME										FIRST																			
B. NEW OWNER'S ADDRESS																				APT. NUMBER									
D. CITY										STATE					ZIP CODE														
E. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME										FIRST																			
H. SELLER'S OR LESSEE'S ADDRESS																				APT. NUMBER									
I. CITY										STATE					ZIP CODE														
VEHICLE ID NUMBER										YR. MODEL					MAKE					PLATE NUMBER									
1FUJA6CV79DAA9108										2009					FRHT					3Q01268									

STATE OF CALIFORNIA
CERTIFICATE OF TITLE

634160801A2

COMMERCIAL

VEHICLE ID NUMBER
1FUJA6CV79DAA9108

BODY TYPE MODEL
DS

REGISTERED OWNER(S)
RDX INC
5724 W MAGILL AVE
FRESNO CA 93722

TITLE ONLY

YR. MODEL
2009

MAKE
FRHT

PLATE NUMBER
3Q01268

UNLADEN WEIGHT
3 15500 D

FUEL
PW

TRANSFER DATE
2012

FEES PAID
\$15

EQUIPMT/TRUST NUMBER
XV

ISSUE DATE
08/01/16

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE SIGNATURE OF REGISTERED OWNER

1b. DATE SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFeree/BUYER SIGNATURE(S)
	<u> </u>		<u> </u>
PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY		PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)
TBK BANK SSB
12700 PARK CENTRAL DR
STE 1700
DALLAS
TX 75251

2.
Signature releases interest in vehicle. (Company names must be countersigned)
Release Date

CA167443360

022113 REG. 17 30RS (REV 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S ADDRESS										APT. NUMBER																																							
B. CITY										STATE										ZIP CODE																													
C. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME																				FIRST																													
D. SELLER'S OR LESSEE'S ADDRESS																				APT. NUMBER																													
E. CITY																				STATE										ZIP CODE																			
F. VEHICLE ID NUMBER																				YR. MODEL										MAKE										PLATE NUMBER									

1FUJGEDV1ALAS0062 2010 FRHT 3QNZ752

REG 138A (REV. 10/2010)

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

614160801A2

COMMERCIAL

VEHICLE ID NUMBER

1FUJGEDV1ALAS0062

BODY TYPE MODEL

DS

UNLADEN WEIGHT

3 16000 D

YR 1ST SOLD

04H

CLASS

2014

YR

XV

MOTORCYCLE ENGINE NUMBER

TITLE ONLY

YR MODEL

2010

MAKE

FRHT

FUEL

D

TRANSFER DATE

04/30/2014

FEES PAID

\$15

EQUIPMT/TRUST NUMBER

08/01/16

ODOMETER DATE

VEHICLE HISTORY

PLATE NUMBER

3QNZ752

REGISTRATION EXPIRATION DATE

04/30/2014

ISSUE DATE

08/01/16

ODOMETER READING

REGISTERED OWNER(S)

RDX INC

2436 S SARAH ST

FRESNO CA 93706

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER

1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR SELLER SIGNATURE	DATE	TRANSFEEER BUYER SIGNATURE
	<u>X</u>		<u>X</u>
PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY		PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

TBK BANK SSB

12700 PARK CENTRAL DR

STE 1700

DALLAS

TX 75251

2. X Signature releases interest in vehicle (Company names must be countersigned)

Release Date

CA167443369

022122

REG. 17 30RS (REV 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST
 B. NEW OWNER'S ADDRESS APT NUMBER
 C. CITY STATE ZIP CODE
 D. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST
 E. SELLER'S OR LESSEE'S ADDRESS APT NUMBER
 F. CITY STATE ZIP CODE
 G. VEHICLE ID NUMBER YR MODEL MAKE PLATE NUMBER
 H. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. DATE OF SALE OR LEASE RETURN
 K. ODOMETER READING (NO TENTHS)

1FUJGEDV2ALAS0054 2010 FRHT 3Q0A112

STATE OF CALIFORNIA
CERTIFICATE OF TITLE
 VEHICLE HISTORY

614160801A2
COMMERCIAL TITLE ONLY
 VEHICLE ID NUMBER 1FUJGEDV2ALAS0054
 BODY TYPE MODEL DS
 UNLADEN WEIGHT 316000
 FUEL TRANSFER DATE
 YR 1ST SOLD 08/2014
 CLASS 2014
 YR MO XV
 FEES PAID \$15
 EQUIPMT/TRUST NUMBER
 ODOMETER DATE
 ODOMETER READING
 PLATE NUMBER 3Q0A112
 REGISTRATION EXPIRATION DATE 03/31/2014
 ISSUE DATE 08/01/16
 MOTORCYCLE ENGINE NUMBER
 REGISTERED OWNER(S) RDX INC
 2436 S SARAH ST
 FRESNO CA 93706

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)
 X X
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S) TBK BANK SSB
 12700 PARK CENTRAL DR
 STE 1700
 DALLAS
 TX 75251

2. X
 Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date
 CA167443366
 022119 REG. 17.30RS (REV 07.2.10)

KEEP IN A SAFE PLACE - VOID IF ALTERED

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME															FIRST									
B. NEW OWNER'S ADDRESS															APT. NUMBER									
C. CITY										STATE					ZIP CODE									
D. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME															FIRST									
E. SELLER'S OR LESSEE'S ADDRESS															APT. NUMBER									
F. CITY										STATE					ZIP CODE									
G. SELLING PRICE (NO CENTS)															WHOLE DOLLARS									
H. SELLER'S OR LESSEE'S SIGNATURE																								
X _____																								
I. VEHICLE ID NUMBER															YR. MODEL					MAKE				
J. PLATE NUMBER																								

REG 138A (REV 10/2012)

STATE OF CALIFORNIA						VEHICLE HISTORY	
CERTIFICATE OF TITLE							
6L416D801A2							
COMMERCIAL		TITLE ONLY					
<small>VEHICLE ID NUMBER</small> 1FUJGEDV3ASAL7S33		<small>YR MODEL MAKE</small> 2010 FRHT		<small>PLATE NUMBER</small> 3AKE905		<small>REGISTRATION EXPIRATION DATE</small> 03/31/2014	
<small>BODY TYPE MODEL</small> DS		<small>AX UNLADEN WEIGHT FUEL TRANSFER DATE</small> 3 16500 D		<small>FEE PAID</small> \$15		<small>ISSUE DATE</small> 08/01/16	
<small>YR 1ST SOLD CLASS YR MO EQUIPMT/TRUST NUMBER</small> RX 2014 XV		<small>MOTORCYCLE ENGINE NUMBER</small>		<small>ODOMETER DATE</small>		<small>ODOMETER READING</small>	
<small>REGISTERED OWNER(S)</small> RDX INC ✓ 2436 S SARAH ST FRESNO CA 93706							
<p>I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.</p> <p>1a _____ X _____ DATE SIGNATURE OF REGISTERED OWNER</p> <p>1b _____ X _____ DATE SIGNATURE OF REGISTERED OWNER</p>							
<p>Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>The odometer now reads [] [] [] [] [] [] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.</p> <p>WARNING <input type="checkbox"/> Odometer reading is not the actual mileage. <input type="checkbox"/> Mileage exceeds the odometer mechanical limits.</p> <p>I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>							
<small>DATE</small>		<small>TRANSFEROR/SELLER SIGNATURE(S)</small>		<small>DATE</small>		<small>TRANSFeree/BUYER SIGNATURE(S)</small>	
		X				X	
<small>PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY</small>				<small>PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY</small>			
IMPORTANT READ CAREFULLY							
Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.							
<small>LIENHOLDER(S)</small>				<small>2. X Signature releases interest in vehicle. (Company names must be countersigned) Release Date</small>			
TBK BANK SSB ✓ 12700 PARK CENTRAL DR STE 1700 DALLAS TX 75251				CA167443370 022123			
REG. 17-30RS (REV. 02/2016)							